

Exhibit 1 to Exhibit C

Terms of Service

DRAIVER Terms of Service

Last Updated: June 4, 2020

COVID-19 UPDATE: All Drivers and Customers must comply with DRAIVER's safety requirements, which shall be emailed to you from time to time.

These terms of use and service ("Terms") constitute a legally binding agreement between you and DriverDo LLC dba DRAIVER ("DRAIVER," "we," "us" or "our") governing your access and/or use of the DRAIVER application, website and transportation management system (collectively, the "DRAIVER TMS").

PLEASE BE ADVISED: THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND DRAIVER HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE "DISPUTE RESOLUTION AND ARBITRATION" SECTION BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST DRAIVER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

DRAIVER DOES NOT PROVIDE TRANSPORTATION SERVICES, AND DRAIVER IS NOT A TRANSPORTATION CARRIER. IT IS UP TO THE DRIVER TO DECIDE WHETHER OR NOT TO ACCEPT A TRIP TRANSACTION REQUEST FROM, AND FOR DRIVER TO PROVIDE TRIP TRANSACTIONS TO, A CUSTOMER CONTACTED THROUGH THE DRAIVER TMS, AND IT IS UP TO CUSTOMER TO DECIDE WHETHER OR NOT TO ACCEPT TRIP TRANSACTIONS FROM ANY DRIVER CONTACTED THROUGH THE DRAIVER TMS. ANY DECISION BY A DRIVER TO OFFER OR A CUSTOMER TO ACCEPT TRIP TRANSACTIONS ONCE SUCH CUSTOMER OR DRIVER IS MATCHED THROUGH THE DRAIVER TMS IS A DECISION MADE IN SUCH CUSTOMER'S AND DRIVER'S SOLE DISCRETION. WE CANNOT ENSURE THAT A DRIVER OR CUSTOMER WILL COMPLETE AN ARRANGED TRANSPORTATION SERVICE. WE HAVE NO CONTROL OVER THE QUALITY OR SAFETY OF THE TRANSPORTATION THAT OCCURS AS A RESULT OF THE TRIP TRANSACTIONS.

By using or accessing the DRAIVER TMS, you are entering into a legally binding agreement with DRAIVER and expressly acknowledge that you understand these Terms (including the dispute resolution and arbitration provisions Section 17) and accept all of these Terms. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE OR ACCESS THE DRAIVER TMS.

DRAIVER TMS

The DRAIVER TMS provides a marketplace where customers (“Customers”), who seek to have their vehicles transported from Point A to Point B, can be matched with persons to drive such vehicles (“Drivers”). Drivers acknowledge and agree that DRAIVER is NOT in the business of transporting vehicles from Point A to Point B. Rather, DRAIVER is a technology company that provides a virtual marketplace connecting Drivers with Customers. Drivers further warrant that, separate and apart from the work provided to Customers with whom Drivers match through DRAIVER TMS, Drivers work independently in the business of transporting vehicles from one geographic location to another. Drivers and Customers are collectively referred to herein as “Users,” and each User shall create a User account that enables access to the DRAIVER TMS. For purposes of these Terms, each of the transportation and driving services provided by Drivers to Customers matched through the DRAIVER TMS shall be referred to as the “Trip Transactions”. Any decision by a User to offer or accept Trip Transactions is a decision made in such User’s sole discretion. Each request by a Customer for a Driver to provide one or more Trip Transactions (each, a “Trip Transaction Request”) shall constitute a separate service agreement between such Customer and Driver and shall be subject to these Terms.

Subject to supplemental terms or a supplemental agreement (“Supplemental Agreement”), DRAIVER may provide certain Users (a) access to a DRAIVER representative (“Concierge”) who shall provide individualized customer service (“Concierge Service”) for purposes of facilitating the use of the DRAIVER TMS, or (b) other services related to the DRAIVER TMS (“Other Services”). DRAIVER’s services under these Terms are limited to DRAIVER providing access to the DRAIVER TMS, the Concierge Services and the Other Services (collectively, the “Services”). You acknowledge that the Other Services may include managing or coordinating, on behalf of Customer, Customer’s Trip Transactions with Drivers.

Modification to these Terms

In the event DRAIVER modifies these Terms, such modifications shall be binding on you only upon your consent of the modified Terms. DRAIVER reserves the right to modify any information referenced in the hyperlinks from these Terms from time to time, and such modifications shall become effective upon posting. Continued use of the DRAIVER TMS or making a Trip Transaction Request after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of these Terms does not create a renewed opportunity to opt out of arbitration (if applicable).

Eligibility

The DRAIVER TMS may only be used by individuals who can form legally binding contracts under applicable law. The DRAIVER TMS is available to individuals 18 years of age or older and Drivers between the ages of 21 and 75. The DRAIVER TMS is not available to children (under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by these Terms . You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account.

License and Licensing Fee

Subject to your compliance with these Terms, DRAIVER grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the DRAIVER TMS on your devices solely in connection with your use of the Trip Transactions. Any rights not expressly granted herein are reserved by DRAIVER. Customer shall pay DRAIVER an annual licensing fee for the use of the DRAIVER TMS as set forth on the DRAIVER TMS.

Trip Transaction Pricing. Users expressly authorize DRAIVER to set a minimum price for each Trip Transaction Request (the “Minimum Price”). The Minimum Price is determined by the DRAIVER TMS and depends on a variety of factors including the estimated time, components, length of Trip Transaction and location of each Trip Transaction Request and is inclusive of both the fee paid by Customers to DRAIVER for each Trip Transaction Request and for Commissions (defined below) paid by Drivers to DRAIVER (see Commissions section below). DRAIVER reserves the right to change how the Minimum Price is determined at any time and in our sole discretion. Customer may increase the fee paid for a Trip Transaction Request prior to submitting it, however Customer may not make a Trip Transaction Request below the Minimum Price. The final price for a Trip Transaction provided by a Driver to Customer is determined solely between the Driver and the Customer, provided it may not be below the Minimum Price. Upon acceptance by a Driver of a Trip Transaction Request, Customer agrees to pay Driver the final price authorized by Customer in the DRAIVER TMS (as may be adjusted based on the length and/or completed components of the Trip Transaction) and any other applicable fees or charges described below (collectively, “Charges”). All Charges, including the adjusted price for the Trip Transaction, shall be due and payable in accordance with the payment method elected by Customer on the DRAIVER TMS.

Cancellation Fee. A Customer may cancel an accepted Trip Transaction Request through the DRAIVER TMS anytime, however, Customer may be charged up to 100% of the agreed upon price of a Trip Transaction Request for any cancellation.

Other Charges. Other fees and surcharges may apply to your Trip Transaction Request, including: actual or anticipated airport fees, state or local fees, tolls, reimbursement of vehicle-related expenses incurred while the Driver is performing one or more Trip Transactions, emergency assistance for the Driver, and any other unforeseen costs incurred by a Driver providing Trip Transactions for a Customer. Customer shall be responsible for payment of any such charges.

No Refunds. All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the DRAIVER TMS, any disruption to the DRAIVER TMS or Trip Transactions, or any other reason whatsoever.

Credit Card Authorization. Upon addition of a new payment method or each Trip Transaction Request, DRAIVER may seek authorization of your selected payment method to verify the payment method, ensure the Trip Transaction Request cost will be covered, and protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

Payments

If you are a Driver, you will receive payment for your provision of Trip Transactions upon Customer's payment of the Charges. All payment of Charges to Drivers are subject to a DRAIVER Commission, discussed below. Upon payment by Customer, DRAIVER will process all payments due to you from Customer through DRAIVER's third-party payments processors. DRAIVER shall not be responsible for Customer's failure to pay any Charges when due. You acknowledge and agree that such amounts shall not include any interest and will be net of (i) any amounts that are required to withhold by law and (ii) any bank fees. Payments are not guaranteed to issue on any particular day or time as they are subject to conditions and changes as they occur; however, you will receive prior notice of any such changes in timing or method.

Commission. In exchange for permitting Drivers to use the DRAIVER TMS to contract with Customers, utilize certain Trip Transactions through the DRAIVER TMS and use of DRAIVER's customer support and insurance, Drivers agree to pay DRAIVER (and permit DRAIVER to retain) a fee based on each instance in which you provide Trip Transactions (the "Commission"). The amount of the applicable Commission will be communicated to you at the time of each Trip Transaction

Request through the DRAIVER TMS. In case that additional Charges are incurred while a Driver is providing Trip Transactions to Customer, any additional Commission due to DRAIVER shall be disclosed to Driver in the DRAIVER TMS. DRAIVER reserves the right to change the Commission at any time in DRAIVER's discretion based upon local market factors, and DRAIVER will provide you with notice in the event of such change. Continued use of the DRAIVER TMS after any such change in the Commission calculation shall constitute your consent to such change.

Charges Adjustment. DRAIVER reserves the right to adjust or withhold all or a portion of Charges: (i) if it believes that you have attempted to defraud or abuse DRAIVER or DRAIVER's payment systems; (ii) in order to resolve a Customer complaint (e.g., you damaged a vehicle or did not deliver the vehicle in a timely manner, vehicle delivered late, unauthorized expenses submitted); (iii) if it believes that you delayed another Driver(s) unnecessarily. DRAIVER's decision to adjust or withhold the Charges in any way shall be exercised in a reasonable manner.

DRAIVER Communications

By becoming a User, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from DRAIVER, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the DRAIVER TMS or Trip Transactions, updates concerning new and existing features on the DRAIVER TMS, communications concerning promotions run by us or our third- party partners, and news concerning DRAIVER and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages sent by DRAIVER.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE DRAIVER TMS, OBTAINING THE SERVICES OR TAKING PART IN A TRIP TRANSACTION. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM DRAIVER (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY

IMPACT YOUR USE OF THE DRAIVER TMS, THE SERVICES OR THE TRIP TRANSACTIONS.

Your Information

Your “Information” is any information you provide, publish or post to or through the DRAIVER TMS (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any DRAIVER-related Facebook, Twitter or other social media posting). You consent to us using your Information to create a User account that will allow you to use the DRAIVER TMS and participate in the Trip Transactions. Our procedures for and rules governing the collection and use of personal information in connection with the DRAIVER TMS and Trip Transactions is set forth in DRAIVER’s Privacy Policy located at [www.DRAIVER.com/privacy]. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and we and other members of the public may rely on your Information as accurate, current and complete. To enable DRAIVER to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. DRAIVER does not assert any ownership over your Information; rather, as between you and DRAIVER, subject to the rights granted to us in these Terms, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You may be able to create or log-in to your DRAIVER User account through online accounts you may have with third party social networking sites (each such account, an “SNS Account”). By connecting to the DRAIVER TMS through an SNS Account, you understand that DRAIVER may access, store, and make available any SNS Account content according to the permission settings of your SNS Account (e.g., friends, mutual friends, contacts or following/followed lists (the “SNS Content”)). You understand that SNS Content may be available on and through the DRAIVER TMS to other Users. Unless otherwise specified in these Terms, all SNS Content, if any, shall be considered to be your Information.

Restricted Activities

With respect to your use of the DRAIVER TMS and your participation in the Trip Transactions, you agree that you will not:

- impersonate any person or entity;
- use the account of a third party or allow a third party to use your account or password;
- assign, transfer or sell your account or password to a third party or become the assignee, transferee or purchaser of a third-party account;
- stalk, threaten, or otherwise harass any person, or carry any weapons;
- violate any local, State or Federal law, statute, rule, permit, ordinance or regulation;
- interfere with or disrupt any Trip Transactions;
- interfere with or disrupt the DRAIVER TMS or the servers or networks connected to the DRAIVER TMS;
- post Information or interact on the DRAIVER TMS or Trip Transactions in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- use the DRAIVER TMS in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the DRAIVER TMS;
- "frame" or "mirror" any part of the DRAIVER TMS, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other website for any purpose;
- modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the DRAIVER TMS or any software used on or for the DRAIVER TMS;
- rent, lease, lend, sell, redistribute, license or sublicense the DRAIVER TMS or access to any portion of the DRAIVER TMS;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the DRAIVER TMS or its contents;

- link directly or indirectly to any other websites or applications without prior written consent;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; or
- cause any third party to engage in the restricted activities above.

Driver Representations, Warranties and Agreements

You are a self-employed independent contractor and no representation has been made to you that your use of the DRAIVER TMS or that any Trip Transaction constitutes employment or any employer/employee relationship with DRAIVER or any Customer with whom you enter into an agreement by accepting a Trip Transaction Request. You are solely responsible for payment of all taxes, FICA and license fees. You are not obligated or required to accept any Trip Transaction Request and are free to reject any Trip Transaction Request without any impact on your continued participation in the DRAIVER TMS.

Separate and apart from any work you perform through DRAIVER TMS, you are independently engaged in the provision of transportation services. As an independent contractor you are solely responsible to acquire, provide and maintain the necessary equipment, materials, tools, and supplies to perform the Trip Transactions you accept by using the DRAIVER TMS. You are responsible to carry out and control the Trip Transactions you accept without the direction or control of the Customer or DRAIVER.

In addition to the foregoing, by providing Trip Transactions as a Driver on the DRAIVER TMS, and at the time of accepting each and any Trip Transaction, you represent, warrant, and agree that:

- You possess a valid driver's license, which in no way has been suspended, revoked or limited, and have all appropriate permits, licenses, approvals and authority to provide transportation pursuant to these Terms in all jurisdictions in which you provide Trip Transactions.
- You are authorized and medically fit to operate a commercial motor vehicle.
- You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, be involved in a motor vehicle accident or collision of any kind, permit an unauthorized third party to accompany you in the vehicle while providing Trip Transactions, provide Trip Transactions as a Driver while under the influence of alcohol or drugs, transport alcohol, drugs, or controlled substances, or take action that harms or threatens to harm the safety of the DRAIVER community or third parties or any of their assets.

- You are (and will be during any Trip Transaction) in full compliance with all applicable Federal, State and local laws and regulations, including but not limited to any regulations governing commercial vehicle transportation, log books, hours on duty, rest breaks, etc.
- You will and are solely and personally responsible for notifying DRAIVER immediately of any citations, suspensions, warrants, etc.
- You agree to submit to random drug/alcohol screens as requested and at your personal expense. You understand that refusal to submit to such screenings will result in your immediate removal from the DRAIVER TMS.
- You will not make any misrepresentation regarding DRAIVER, the DRAIVER TMS, the Trip Transactions or your status as a Driver.
- Your smartphone is fully functional and fully charged, you have in your possession a functional charger cord or device, you are not on a limited carrier data plan, your GPS is turned on and no location or GPS spoofing application is in use and you are accurately transmitting to DRAIVER your position at all times during the entirety of the Trip even if you are only riding in the Chase vehicle. You also agree to keep your smartphone updated to the latest build for your device and DRAIVER software version. You are required to reinstall the latest DRAIVER App version every 30 days or sooner if we notify you to do so.
- You will not, while providing a Trip Transaction, operate as a public carrier or taxi service, accept street hails, charge for Trip Transactions (except as expressly provided in these Terms), demand that a Customer pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under these Terms.
- You will and are solely and personally responsible for notifying DRAIVER of any accidents, injuries, or damages sustained while during or related to any Trip Transaction or use of the DRAIVER TMS.
- You agree that if you are riding with or ridesharing with multiple independent contractors and you feel the contracted vehicle picking you up is not adequate in size to afford each driver necessary space, you agree that you have the option to obtain transportation at your own cost to any destination. You agree that you are not required to use the method of transportation presented in the Trip Transaction and can order your own rideshare at your own personal non-reimbursed expense using your own personal rideshare apps and accounts. You agree you may not be reimbursed for such expenses.
- You agree that, in the event of damage to the vehicle you are transporting or damages to third parties or their property, your payment may be withheld in whole or in part while the incident is investigated to determine fault. In the event such damages are determined to have been caused, in whole or in part, by

you, all amounts will be applied toward the per claim deductible for which you agree you are responsible for all or a part thereof as determined by DRAIVER in its sole discretion.

- You agree that if you are riding with or ridesharing with multiple independent contractors and you determine the contracted vehicle transporting you is not adequate in size or mechanical condition to afford each driver necessary space or protection, you agree that you have the option to obtain transportation at your own cost to any destination. You acknowledge and agree that you are not required to use the method of transportation presented in the Trip Transaction and can order your own rideshare at your own personal non-reimbursed expense using your own personal rideshare apps and accounts. You agree that you may not be reimbursed for such expenses.
- You will not attempt to defraud DRAIVER or any Customers. If we suspect that you have engaged in fraudulent activity, we may withhold applicable Charges or other payments for the Trip Transaction Request(s) in question.
- You will make reasonable accommodations for Customers, as required by law.
- You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of these Terms.
- You will pay all applicable federal, state and local taxes based on your provision of Trip Transactions and any payments received by you pursuant to these Terms.
- You are able to read and speak English sufficiently to converse with the general public, to understand highway traffic signs and signals, to respond to official inquiries, and to make entries on reports and records.
- You possess a current Department of Transportation Medical Card or Certificate.
- Commercial Drivers Licensed (CDL) drivers must utilize a drivers log and comply with all Department of Transportation regulations for your CDL Classification.
- You agree that sharing login or access credentials with others is strictly prohibited and will refrain from doing so.
- Your current personal information on the DRAIVER TMS is accurate and you are personally and solely responsible for maintaining and updating your personal information on the DRAIVER TMS.
- You agree that the DRAIVER Zero Tolerance Policy applies at all times to all Drivers. Such Policy can be found [here](#)
- In the event your vehicle will be used to perform any Trip Transactions:
 - You own, or have the legal right to, such vehicle and such vehicle is in good operating condition and meets the industry safety standards and all

applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.

- The vehicle is properly and legally licensed, has been registered and has all necessary permits as required by any State wherein the Trip Transactions are provided.
- You shall (1) have a valid policy of commercial liability insurance (“Driver Provided Coverage”) for no less \$1,000,000 (unless otherwise agreed to in writing by DRAIVER) that names or schedules you for the operation of the vehicle you use to provide Trip Transactions; (2) report to DRAIVER any lapse in Driver Provided Coverage immediately in writing; and (3) immediately cease to utilize the DRAIVER TMS and cease to provide Trip Transactions if you have a lapse in Driver Provided Coverage.
- In addition to all of the above, in the event you are transporting any passengers:
 - You will not transport more passengers than can comfortably and securely be seated in such vehicle or as permitted by law.
 - You will not transport passengers unless expressly authorized by Customer or DRAIVER to be in the vehicle.
 - You must have valid personal auto insurance in place naming you as a covered driver, for no less than the State minimum requirement for the State in which your car is registered and licensed. You understand and acknowledge that when you use your personal vehicle as a Chase driver your personal auto insurance is primary and meets or exceeds your residence state minimum state statutory financial responsibility limits of coverage requirements. You acknowledge your understanding that you must file any claims for damages or injuries incurred with your personal vehicle with your insurance company. You acknowledge understanding the DRAIVER policy is excess coverage only.
 - The vehicle in which you will be transporting passengers is in good and working order (including its safety equipment), mechanically sound and properly equipped.
- You agree to upload and input all allowable trip related expenses before closing the trip as Complete in the App. You understand that you will incur a direct charge for administrative services of \$5.00 for each receipt you submit for reimbursement after the trip has been closed and marked complete. This charge will be deducted from any Trip pay.
- You agree to pay a \$25.00 fee to replace any PEX expense card which needs to be replaced for any reason. This fee will be deducted from your Trip pay outstanding at the time the replacement card is ordered.

- You agree to have your trip pay reduced by \$100.00 for any lost or stolen license plate which was your responsibility to maintain control and custody thereof.

Customer Representations, Warranties and Agreements

By making a Trip Transaction Request as a Customer on the DRAIVER TMS, you represent, warrant, and agree that:

- You own, or have the legal right to, the vehicle to be transported as part of the Trip Transactions, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind. The vehicle is properly and legally licensed, has been registered and has all necessary permits as required by any State wherein the Trip Transactions are provided in order to be transported as part of the Trip Transactions. You agree to be fully responsible for any and all fines, fees, court costs and any other financial responsibilities as a result of any citations or seizure as a result of failure to comply with any laws in this respect.
- The vehicle must be properly and legally licensed and registered with the State wherein the vehicle is owned and operated. You agree that you are responsible for any and all fines, fees, court costs and any other financial responsibilities as a result of any citations or seizure as a result of failure to comply with any laws in this respect.
- You agree and accept full responsibility and liability for any and all damages resulting from the provisioning of a vehicle or equipment to a Driver which is/was not mechanically or structurally sound for transportation.
- You agree to accept all liability and responsibility and hold DRAIVER and the independent driver contractor harmless for any and all loss or damages resulting from the attachment of a trailer, car carrier or other attached equipment which is not permanently attached to and forming an integral part of the motor vehicle under transport. Customer accepts full responsibility and liability for all resulting damages and or injuries regardless of whom attached the trailer, car carrier, etc. to the unit as directed or performed by Customer and/or its agent.

Certain Customers may require Drivers to agree to a “Code of Conduct” or other conditions (“Customer Code of Conduct”) in order for Drivers to accept a Trip Transaction Request. To the extent there may be a conflict between these Terms and the Customer Code of Conduct agreed to between the Driver and Customer, the

Customer Code of Conduct shall supersede these Terms to the extent the Customer Code of Conduct's requirements are greater than those provided herein.

Intellectual Property

All intellectual property rights in the DRAIVER TMS, and all modifications, enhancements or changes to the DRAIVER TMS made by anyone, shall be owned by DRAIVER absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the DRAIVER TMS are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential and shall become the sole property of DRAIVER. DRAIVER shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

DRAIVER, DriverDo and other DRAIVER logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of DRAIVER in the United States and/or other countries (collectively, the "DRAIVER Marks"). If you provide Trip Transactions as a Driver, DRAIVER grants to you, during the term of these Terms, and subject to your compliance with these Terms, a limited, revocable, non-exclusive license to display and use the DRAIVER Marks solely in connection with providing the Trip Transactions through the DRAIVER TMS (the "License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without DRAIVER's prior written permission, which it may withhold in its sole discretion. The DRAIVER Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that DRAIVER is the owner and licensor of the DRAIVER Marks, including all goodwill associated therewith, and that your use of the DRAIVER Marks will confer no additional interest in or ownership of the DRAIVER Marks in you but rather inures to the benefit of DRAIVER. You agree to use the DRAIVER Marks strictly in accordance with DRAIVER's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that DRAIVER determines to non-conforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that incorporate the DRAIVER Marks or any derivatives of the DRAIVER Marks other than as expressly approved by DRAIVER in writing; (2) use the DRAIVER Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the DRAIVER Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair DRAIVER's rights as owner of the DRAIVER Marks or the legality and/or enforceability of the DRAIVER Marks, including, without limitation, challenging or opposing DRAIVER's ownership in the DRAIVER Marks; (4) apply for trademark registration or renewal of trademark registration of any of the DRAIVER Marks, any derivative of the DRAIVER Marks, any combination of the DRAIVER Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the DRAIVER Marks; or (5) use the DRAIVER Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in DRAIVER's sole discretion. If you create any materials bearing the DRAIVER Marks (in violation of these Terms or otherwise), you agree that upon their creation DRAIVER exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the DRAIVER Marks or derivative works based on the DRAIVER Marks. You further agree to assign any interest or right you may have in such materials to DRAIVER, and to provide information and execute any documents as reasonably requested by DRAIVER to enable DRAIVER to formalize such assignment.

Disclaimers

The following disclaimers are made on behalf of DRAIVER, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

Customer and DRAIVER expressly agree that claims for losses under these Terms do not implicate the Carmack Amendment and are not controlled by the Carmack Amendment as codified in 49 U.S.C. §14706. To the extent that a court of competent jurisdiction deems that these Terms falls within the scope of the Carmack Amendment, 49 U.S.C. §14706, Customer and DRAIVER expressly waive the rights and remedies of the Carmack Amendment pursuant to 49 U.S.C. §14101(b)(1) and, in lieu, agree to the rights and remedies set forth in these Terms.

THE DRAIVER TMS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS,

IMPLIED OR STATUTORY. WE DO NOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE DRAIVER TMS AND/OR THE SERVICES, INCLUDING THE ABILITY TO PROVIDE OR RECEIVE TRIP TRANSACTIONS AT ANY GIVEN LOCATION OR TIME. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THE TRIP TRANSACTIONS ARE PROVIDED BY DRIVERS ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

We do not warrant that your use of the DRAIVER TMS or Trip Transactions will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the DRAIVER TMS will be corrected, or that the DRAIVER TMS is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the DRAIVER TMS or Trip Transactions.

We cannot guarantee that each Driver is who he or she claims to be. Please use common sense when using the DRAIVER TMS and Trip Transactions, including looking at the photos of the Driver or Customer you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the DRAIVER TMS by persons under the age of 18 in violation of these Terms. We encourage you to communicate directly with each potential Driver or Customer prior to engaging in an arranged transportation service.

DRAIVER is not responsible for the conduct, whether online or offline, of any User of the DRAIVER TMS or Trip Transactions. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the vehicle by Drivers or Customers. By using the DRAIVER TMS and participating in the Trip Transactions, you agree to accept such risks and agree that DRAIVER is not responsible for the acts or omissions of Users on the DRAIVER TMS or participating in the Trip Transactions.

DRAIVER expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the DRAIVER TMS (including any profile information you provide), send to other Users, or share during the Trip Transactions, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the DRAIVER TMS or through the Trip Transactions. Please carefully select the type of information that you post on the DRAIVER TMS or through the Trip Transactions or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”).

You acknowledge and agree that certain information provided to or obtained by DRAIVER through your use of the DRAIVER TMS, including personal data, may be processed and shall be considered DRAIVER property, and hereby unconditionally and irrevocably grants to DRAIVER an assignment of all right, title, and interest in and to such processed data.

Opinions, advice, statements, offers, or other information or content concerning DRAIVER or made available through the DRAIVER TMS, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the DRAIVER TMS or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the DRAIVER TMS and remove any such material that in our sole opinion violates, or is alleged to violate, the law or these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided to you by the DRAIVER TMS is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither DRAIVER, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the DRAIVER TMS. Neither DRAIVER, nor any of its content providers, is responsible for, nor shall it be liable or required to defend any user against legal or regulatory actions resulting from, inaccurate or incomplete mapping or routing information, included but not limited to, specific routes to be used by or restricted from use by any particular type of vehicle. Any of your Information, including geolocational data, that you allow access to, upload, provide, or post on the DRAIVER TMS may be accessible to DRAIVER and certain Users of the DRAIVER TMS.

DRAIVER advises you to use the DRAIVER TMS with a data plan with unlimited or very high data usage limits, and DRAIVER shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the DRAIVER TMS.

This paragraph applies to any version of the DRAIVER TMS that you acquire from the Apple App Store. These Terms are entered into between you and DRAIVER. Apple, Inc. (“Apple”) is not a party to these Terms and shall have no obligations with respect to the DRAIVER TMS. DRAIVER, not Apple, is solely responsible for the DRAIVER TMS and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of these Terms. Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof. These Terms incorporate by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are the “end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Terms, these Terms shall control.

Indemnity

You will defend, indemnify, and hold DRAIVER including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of the DRAIVER TMS and provision of the Trip Transactions, including: (1) your breach of these Terms or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, including, without limitation, Drivers, Customers, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the DRAIVER TMS or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Trip Transactions as a Driver; and/or (5) any other activities in connection with the Trip Transactions. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Limitation of Liability

IN NO EVENT WILL DRAIVER, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “DRAIVER” FOR PURPOSES OF THIS

SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE DRAIVER TMS, FOR SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE DRAIVER TMS, THE TRIP TRANSACTIONS, THE SERVICES, THESE TERMS, OR ANY CUSTOMER OR DRIVER OBLIGATIONS HEREUNDER, HOWEVER ARISING, INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DRAIVER TMS MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRIP TRANSACTIONS, TRANSPORTATION, DELIVERY OF GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT DRAIVER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRIP TRANSACTION, TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

DRAIVER IS NOT A TRANSPORTATION CARRIER WITHIN THE MEANING OF THE DEPARTMENT OF TRANSPORTATION DEFINITION OF A MOTOR CARRIER. ALL LIABILITY FOR CLAIMS AGAINST A MOTOR CARRIER RESIDE WITH THE OWNER OR THE DRIVER OF THE VEHICLE.

Term and Termination

These Terms are effective upon your creation of a User account. These Terms may be terminated by a Driver or Customer at any time upon two (2) days' prior written notice, except neither a Driver nor a Customer may terminate these Terms after the Cancellation Deadline while there is an accepted, but not completed, Trip Transaction Request. DRAIVER may terminate these Terms with a Customer at any time. DRAIVER may terminate these Terms with a Driver or deactivate a Driver's User account immediately in the event: (1) a Driver no longer qualifies to provide Trip Transactions or to operate the respective vehicles under applicable law, rule, permit, ordinance or regulation; (2) a Driver falls below DRAIVER's rating or cancellation threshold; (3) DRAIVER has the good faith belief that such action is necessary to

protect the safety of the DRAIVER community or third parties, provided that in the event of a deactivation pursuant to (1)-(3) above, a Driver will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to DRAIVER's reasonable satisfaction prior to DRAIVER permanently terminating these Terms. In addition, a Driver will be deactivated from using their User account for a period of 7 days if they have 2 cancellations or "no-shows" for accepted Trip Transaction Requests. For all other breaches of these Terms, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to DRAIVER's satisfaction, these Terms will be terminated. The Intellectual Property, Limitation of Liability, Confidentiality, Indemnity, General and Dispute Resolution Sections of these Terms shall survive any termination or expiration of these Terms.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

(a) Agreement to Binding Arbitration Between You and DRAIVER.

YOU AND DRAIVER MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives the termination of these Terms or if your relationship with DRAIVER ends. ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL AND BILATERAL BASIS. THE PARTIES EXPRESSLY WAIVE ANY RIGHT OR ABILITY TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE MATTER. Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND DRAIVER. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to the following: these Terms and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof); the DRAIVER TMS; the Trip Transactions; any other goods or services made available through the DRAIVER TMS, your relationship with DRAIVER, the threatened or actual suspension, deactivation or termination of your User Account or these Terms; payments made by you or any payments made or allegedly owed to you; any promotions or offers made by DRAIVER; any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant,

claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by DRAIVER and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND DRAIVER ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND DRAIVER MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS (“CLASS ACTION WAIVER”). YOU UNDERSTAND AND AGREE THAT YOU AND DRAIVER BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (b) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST DRAIVER, WHICH ARE ADDRESSED SEPARATELY IN THE “DISPUTE RESOLUTION AND ARBITRATION” SECTION (c).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.

Notwithstanding any other provision in these Terms, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, the class, collective, and/or representative action on such Claims must be litigated in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

(c) Representative PAGA Waiver.

Notwithstanding any other provision in these Terms or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and DRAIVER agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”) in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, both you and DRAIVER agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of these Terms, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from these Terms; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth in these Terms. Copies of these rules can be obtained at the AAA’s website (www.adr.org) (the “AAA Rules”) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person’s Claims, or otherwise preside over any form of representative, collective, or class proceeding.

As part of the arbitration, both you and DRAIVER will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claims. The arbitrator will provide a reasoned written statement of the arbitrator’s decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Customers or Drivers, but is bound by rulings in prior arbitrations involving the same Customer or Driver to the extent required by applicable law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

(e) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

If you initiate arbitration under this Arbitration Agreement after participating in the optional Negotiation process described in subsection (i) below and are otherwise required to pay a filing fee under the relevant AAA Rules, DRAIVER agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$50, and that, after you submit proof of payment of the filing fee to DRAIVER, DRAIVER will promptly reimburse you for all but \$50 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured by

the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.

If DRAIVER initiates arbitration under this Arbitration Agreement, DRAIVER will pay all AAA filing and arbitration fees.

With respect to any Claims brought by DRAIVER against a Driver, or for Claims brought by a Driver against DRAIVER that: (A) are based on an alleged employment relationship between DRAIVER and a Driver; (B) arise out of, or relate to, DRAIVER's actual deactivation of a Driver's User account or a threat by DRAIVER to deactivate a Driver's User account; (C) arise out of, or relate to, the termination of these Terms with respect to such Driver; or (D) arise out of, or relate to, Charges (as defined in these Terms, including DRAIVER's commission on the Charges), tips, or average hourly guarantees owed by DRAIVER to Drivers for Trip Transactions, other than disputes relating to referral bonuses, other DRAIVER promotions, or consumer-type disputes (the subset of Claims in subsections (A)-(D) shall be collectively referred to as "Driver Claims"), DRAIVER shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by DRAIVER pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Trip Transactions to Customers, unless a lower fee amount would be owed by you pursuant to the AAA Rules, applicable law, or subsection (e)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator.

Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).

At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.

Although under some laws DRAIVER may have a right to an award of attorney' fees and non-filing fee expenses if it prevails in an arbitration, DRAIVER agrees that it will not seek such an award.

If the arbitrator issues you an award that is greater than the value of DRAIVER's last written settlement offer made after you participated in good faith in the optional

Negotiation process described in subsection (i) below, then DRAIVER will pay you the amount of the award or U.S. \$1,000, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and DRAIVER agree otherwise, any arbitration hearings between DRAIVER and a Customer will take place in the county of your billing address, and any arbitration hearings between DRAIVER and a Driver will take place in Johnson County, Kansas. If AAA arbitration is unavailable in such county, the arbitration hearings will take place in the nearest available location for AAA arbitration. If your Claim is for \$10,000 or less, DRAIVER agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; (4) claims that may not be subject to arbitration as a matter of law; and (5) claims for injunctive relief asserted by DRAIVER arising from a breach of the Intellectual Property Section of these Terms and any tortious conduct related thereto.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration, however you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under these Terms. Nothing in these Terms or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

(h) Severability.

In addition to the severability provisions in subsections (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(i) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and DRAIVER may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and DRAIVER. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute (“Notice”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

Confidentiality

You agree not to use any technical, financial, strategic, personal or other proprietary and confidential information relating to DRAIVER’s business, operations and properties, including User information and data (“Confidential Information”) disclosed to you by DRAIVER or accessed by you through your use of the DRAIVER TMS for your own use or for any purpose other than as contemplated herein. You agree that any unauthorized sale, use or disclosure of the Confidential Information or DRAIVER TMS, and any modifications, enhancements or changes thereto, and any violation or threatened violation of DRAIVER’s intellectual property rights (as described herein), will cause irreparable harm to DRAIVER for which monetary damages will be difficult to ascertain and will not be adequate. Therefore, in addition to any other remedy that DRAIVER may be entitled to at law or in equity, in the event of any unauthorized sale, use or disclosure of the Confidential Information or DRAIVER TMS, and any modifications, enhancements and changes thereto, and any violation or threatened violation of DRAIVER’s intellectual property rights, DRAIVER will be entitled to injunctive relief and to an order compelling specific performance, without a requirement to post bond. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of

Confidential Information of DRAIVER in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to DRAIVER with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by DRAIVER or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of DRAIVER; becomes known to you, without restriction, from a source other than DRAIVER without breach of these Terms by you and otherwise not in violation of DRAIVER's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to DRAIVER to enable DRAIVER to seek a protective order or otherwise prevent or restrict such disclosure.

By using the DRAIVER TMS, you agree not to, directly or indirectly, solicit or enter into any transaction with, any other User (or its affiliate), introduced to you or who became known to you, directly or indirectly, through your use of the DRAIVER TMS or access to any Confidential Information. The obligations contained in this paragraph shall survive for one year from your most recent use of the DRAIVER TMS.

Relationship with DRAIVER

As a Driver or Customer on the DRAIVER TMS, you acknowledge and agree that you and DRAIVER are in a direct business relationship, and the relationship between the parties under these Terms is solely that of independent contracting parties. You and DRAIVER expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and DRAIVER; and (2) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by these Terms. You have no authority to bind DRAIVER, and you undertake not to hold yourself out as an employee, agent or authorized representative of DRAIVER. You acknowledge and agree that DRAIVER does not employ any Drivers; rather, DRAIVER provides a marketplace for Drivers and Customers to enter into Trip Transactions.

DRAIVER does not, and shall not be deemed to, direct or control you (or any other Customer or Driver) generally or in your performance under these Terms specifically, including in connection with your provision of Trip Transactions, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the DRAIVER TMS. Drivers retain the option to accept or to decline or ignore a Customer's Trip Transaction Request via the DRAIVER TMS, or to cancel an accepted Trip Transaction Request via the DRAIVER TMS, subject to DRAIVER's then-current

cancellation policies. Customers retain the option to make a Trip Transaction Request via the DRAIVER TMS, or to cancel a Transaction Request Request via the DRAIVER TMS, subject to DRAIVER's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, DRAIVER shall have no right to require you to: (a) display DRAIVER's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying DRAIVER's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Trip Transactions or otherwise engage in other business or employment activities. Drivers warrant that, separate and apart from the services provided to Customers with whom Drivers match through DRAIVER TMS, they are otherwise independently engaged in the business of transporting vehicles from one geographic location to another.

General

Except as provided in the Arbitration Agreement Section, these Terms shall be governed by the laws of the State of Kansas without regard to choice of law principles. This choice of law provision is only intended to specify the use of Kansas law to interpret these Terms and is not intended to create any other substantive right to non-Kansas citizens to assert claims under Kansas law whether by statute, common law, or otherwise. If any provision of these Terms is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of these Terms. You agree that these Terms and all incorporated agreements may be automatically assigned by DRAIVER, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to DRAIVER shall be given by certified mail, postage prepaid and return receipt requested to DRAIVER, Inc., 9393 West 110th Street, Suite 500, Overland Park, KS 66210. Any notices to you shall be provided to you through the DRAIVER TMS or given to you via the email address or physical address you provide to DRAIVER during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. These Terms and any Supplemental Agreement set forth the entire understanding and agreement between you and DRAIVER with respect to the subject matter hereof and supersede all previous understandings and agreements between the parties, whether oral or written.

General

Except as provided in the Arbitration Agreement Section, these Terms shall be governed by the laws of the State of Kansas without regard to choice of law principles. This choice of law provision is only intended to specify the use of Kansas law to interpret these Terms and is not intended to create any other substantive right to non-Kansas citizens to assert claims under Kansas law whether by statute, common law, or otherwise. If any provision of these Terms is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of these Terms. You agree that these Terms and all incorporated agreements may be automatically assigned by DRAIVER, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to DRAIVER shall be given by certified mail, postage prepaid and return receipt requested to DRAIVER, Inc., 9393 West 110th Street, Suite 500, Overland Park, KS 66210. Any notices to you shall be provided to you through the DRAIVER TMS or given to you via the email address or physical address you provide to DRAIVER during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. These Terms and any Supplemental Agreement set forth the entire understanding and agreement between you and DRAIVER with respect to the subject matter hereof and supersede all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the DRAIVER TMS or Trip Transactions, please contact our Customer Support Team.